

**LABOR AGREEMENT**

**BETWEEN**

**THE COUNTY OF ELKO,**

**THE UNINCORPORATED TOWN OF JACKPOT**

**AND**

**THE ELKO COUNTY EMPLOYEES ASSOCIATION  
(Supervisor Unit)**

July 1, 2013 through June 30, 2016

**ORIGINAL**

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**ARTICLE 1**  
**PREAMBLE**

A. This agreement is entered into between Elko County, a political subdivision of the State of Nevada, hereinafter referred to as the County and the Elko County Employees Association on behalf of the Supervisor's Bargaining Unit hereinafter referred to as the Association.

B. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.

C. It is recognized by the County, the Association and the employees covered by this agreement that the County is engaged in rendering public services to the general public.

**ARTICLE 2**  
**RECOGNITION AND APPLICATION**

A. For purposes of this agreement only, and subject to the provisions of Chapter 288 of the Nevada Revised Statutes, the County and the unincorporated town of Jackpot recognize the Association as the bargaining agent for the employees scheduled to work at least 1040 hours or more during the fiscal year (hereinafter referred to as (A regular employees), employed in the classifications set forth in Exhibit A to negotiate in respect to those mandatory subjects of bargaining set forth in NRS Section 288.150(2), but excluding District Court and juvenile probation appointees of the Fourth Judicial District, volunteers, department heads, elected officials, supervisory and administrative employees, temporary employees and employees who have decided pursuant to NRS 288.140(2) to act for themselves with respect to any condition of their employment.

B. The parties are in disagreement over the interpretation of NRS 288.140(2) as applied to the parties' negotiations and this labor agreement. The parties agree to seek a declaratory ruling from the Local Government Employee-Management Relations Board if the disagreement regarding this matter becomes an issue. "Temporary Employee is defined as an employee hired to fill a classification covered by this agreement no more than one-thousand and forty (1040) hours in a twelve (12) month period from date of hire."

**ARTICLE 3**  
**NO STRIKES/NO LOCKOUTS**

The Association, any labor organization with whom it is affiliated and the employees covered by this agreement agree that they will not directly or indirectly promote, sponsor, engage in, participate in or against the County, any strike as defined in NRS 288.070. Further, the Association will use its best efforts to require all employees covered by this agreement to comply with this pledge.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

A. The County and the Association agree that the County possesses the sole right to operate the County and all management rights remain vested with the County. In this context, except as specifically surrendered or limited by express provision of this agreement, all management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the County. It is expressly recognized that these rights include but are not limited to the right to hire employees, determine their qualifications, direct, assign or transfer an employee; the right to reduce in force or lay off employees, subject to the provisions of this agreement regarding procedures for the layoff and/or reduction in force, provided further any layoff and/or reduction in force shall not be utilized to discipline an employee; the right to determine, including the right to change, appropriate staffing levels and work performance standards; the right to determine the content of the workday, including without limitation workload factors, except for safety considerations; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to decide to contract or subcontract work performed by bargaining unit employees subject to the Association's right to negotiate with the County the impact or effect of such decision; the right to discipline, suspend, demote and/or terminate employees; the right to consolidate County functions; the right to determine County functions; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions, subject to the Association's right to negotiate such matters; the right to introduce new or improved procedures, methods, processes or to make technological changes; and the right to establish or change shifts, schedules or work, starting and quitting times.

B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to Chapter 288 of the Nevada Revised Statutes, the County is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

C. The provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the County to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

## **ARTICLE 5**

### **NON-DISCRIMINATION**

A. The County and the Association will continue their policy not to interfere with, or discriminate against, any employee because of membership or non-membership in the Association, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 and following.

B. Consistent with federal and Nevada law, the provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination based on age, sex, physical, aural or visual handicap, race, color, religion, national origin, sexual orientation or because of political or personal reasons or affiliations. The Association shall share equally with the County the responsibility for applying this provision of this Article 5.

C. This Article shall not be subject to the dispute resolution procedures set forth in this agreement. Employees shall retain all federal and Nevada statutory rights and remedies.

## **ARTICLE 6**

### **PAY PERIODS**

The pay periods and dates of payment shall be established by the County.

## **ARTICLE 7**

### **INTEGRATION AND SAVINGS CLAUSE**

A. This agreement is the entire agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the term of this agreement. In that context, this agreement supersedes all personnel rules, ordinances, and resolutions heretofore in effect by the County relating to those subjects addressed or which could have been addressed by the provisions of this agreement.

B. Changes in this agreement must be reduced to writing and executed by both the County and the Association.

C. This agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.

D. The County agrees that, to the extent any personnel rules have been or will become reduced to writing, copies of written rules will be furnished and amendments to existing rules will be provided to and discussed with the Association at least 15 calendar days prior to the effective date of such amendments.

## **ARTICLE 8**

### **DURATION OF AGREEMENT**

A. This agreement shall be effective on July 1, 2013, and shall remain in full force and effect until June 30, 2016. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1, 2016. Article 23 – Group Health Insurance may be reopened by either party during the term of this agreement to negotiate over premiums and/or benefit levels. Any negotiations regarding an insurance re-opener are subject to the requirements of NRS Chapter 288 and impasse procedures. Any notification of reopening Article 23 must be provided to the other party not later than July 1<sup>st</sup> of the fiscal year in which the premiums and/or benefit levels are proposed to be changed

B. Either party wishing to modify and/or terminate this agreement other than Article 23 re-opener addressed above shall notify the other party, in writing on or before February 1, 2013.

## **ARTICLE 9**

### **DISCIPLINARY ACTION**

A. Policy. Except Any oral reprimand, written reprimand suspension without pay, demotion, reduction in pay for disciplinary purposes, or disciplinary termination of a regular employee covered by this Agreement shall be for just cause and may be appealed through the procedure set forth below which shall be the exclusive remedy for the appeal of disciplinary actions. Employee discipline may include oral reprimands, written reprimands, suspensions without pay, reductions in pay, demotions and disciplinary terminations. The provisions of this Article shall not apply to oral or ~~written~~ reprimands or employees serving a probationary period. The procedure set forth below shall be followed.

1. Written Notice. Written notice of the intended disciplinary action shall be given to the employee personally, or if personal delivery is not practicable, then written notice shall be mailed to the employee at his/her last known address by certified mail, return receipt requested. Such notice shall include a statement of the reason(s) for the intended action, copies of the documents upon which the intended disciplinary action is based, the charge(s) being considered, and the effective date of the intended action. A copy of such notice shall be mailed to the Association in care of PO Box 882, Elko County Employees Association, Elko, Nevada 89803.

2. Employee Response. Within 10 working days or 10 working days in the case of disciplinary termination, after the employee has had the review opportunity provided above, the employee shall have the right to respond, orally or in writing, to the County official initially imposing the intended action. A copy of such response shall also be delivered to the County Manager.



3. Relief of Duty. Notwithstanding the provisions of this Article, the County Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigation(s) or the opportunity to respond as may be required to determine if disciplinary action is to be taken.

4. County Response. After review of the employee=s response, if any, the County official initially imposing the intended disciplinary action and/or the County Manager shall notify the employee in writing of any action to be taken within 10 working days.

5. Written reprimands will not be subject to the appeal procedures in Article 9(A)(1)-(4). If an employee desires to appeal a written reprimand he/she shall file a written response to the written reprimand with the person issuing the written reprimand and request review by the person issuing the written reprimand within 10 working days of receipt of the written reprimand. The person issuing the written reprimand will then respond to the employee within 10 working days of receipt of the request for review. If the employee disagrees with the response of the person issuing the written reprimand the employee may appeal the response to the County Manager or designee within 10 working days of receipt of the response. The County Manager or designee will review the matter and issue a binding decision either upholding, modifying or overturning the written reprimand.

B. Arbitration. If the employee through the Association, wishes to appeal the disciplinary action as set forth in paragraph 1 of this Article except written reprimands, the Association shall file a written request for arbitration with the County Manager within 10 working days of the imposition of the discipline. The Arbitrator shall issue a final and binding decision.

C. Timeliness. The time limits set forth in this Article must be followed in a timely manner. Failure to follow such time limit will result in a waiver of the provisions of this article. Failure of County to timely respond at any level shall result in moving appeal to next level.

D. Probationary employees. The provisions of this Article shall not apply to probationary employees.

## **ARTICLE 10**

### **LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT**

The parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this agreement, the County is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

**ARTICLE 11**  
**EMPLOYEE RIGHTS**

A. The County shall provide a sufficient number of bulletin boards for the use by the Association to enable employees in the bargaining unit to see notices posted thereon.

B. All notices which appear on the bulletin board shall be posted by the highest ranking local Association official in the bargaining unit and shall relate to items of interest to the members. Such notices relating to the following matters may be posted without the necessity of receiving the County manager=s prior written approval:

1. Association recreational and social affairs;
2. Notice of Association meetings;
3. Association officers and committee appointments;
4. Notice of Association elections;
5. Results of Association elections; and
6. Reports of standing committees and independent arms of the

Association.

C. All other notices of any kind not covered by 1 through 6 above must receive the prior written approval of the County Manager.

D. Employees will continue to be provided an employee lounge.

E. If this agreement is reopened for negotiations, unless otherwise agreed negotiating sessions shall be scheduled to begin at 3:30 p.m. on the appointed days. Five (5) members of the Association=s negotiating committee shall be granted leave with pay for such time that the meetings take place at the same time that the members are scheduled to be on duty.

**ARTICLE 12**  
**ASSOCIATION STEWARDS**

A. Association stewards will be designated by the Association. The number of representatives allowable will be determined in the following manner:



1. The Association may designate 1 steward for each County department to perform normal Association representative duties as defined in the contract. There may be up to 3 additional Association stewards that are to be assigned to work locations that would not otherwise have a steward.

2. The Association shall notify the County, in writing, of the names of the stewards and their respective jurisdictional area, at least 5 working days prior to the effective date of any such designation.

B. An alternate steward may serve in the absence of the respective representative who is on authorized leave or is otherwise unavailable due to County business.

C. Except as hereinafter provided, Association stewards shall be released by their immediate supervisor from duty without loss of pay or accrued leave time to conduct association business in connection with this bargaining unit. All stewards must receive advance approval for release from duty. Such approval shall not be granted if the County determines that operational demands prohibit granting the request. Use of steward time shall not be abused by the employee, and use of said time will not be unreasonably withheld by the immediate supervisor. The use of such release time shall not result in liability for overtime compensation.

D. Association business is defined as the representation of bargaining unit employees at grievance review hearings, termination hearings, and attendance at labor/management meetings.

### **ARTICLE 13** **COMPENSATION**

A. FY 2014 There shall be a 3.0% salary increase to the 2012-2013 salary tables in effect June 30, 2013 computed as in prior years and effective the first full pay period following July 1, 2013.

FY 2015: There shall be a 3.0% salary increase to the 2013-2014 salary tables in effect June 30, 2014 computed as in prior years and effective the first full pay period following July 1, 2014.

FY 2016: There shall be a 3.0% salary increase to the 2014-2015 salary tables in effect June 30, 2015 computed as in prior years and effective the first full pay period following July 1, 2015.

B. Step increases.

1. Full time employees will be granted a one-step (3%) merit increase within and not exceeding the approved range placement table effective the first full pay period following the employee's annual evaluation in which the employee meets work performance standards as established by the County. The annual merit increase will be granted to employees with an overall annual evaluation of standard of better. . The evaluation will be completed within 45

days of an employee's anniversary date of their hire. If not completed within 45 days the employee will be deemed satisfactory and advance to their next step.

C. Longevity Pay.

1. Employees are entitled to a longevity payment after 8 years of continuous service.
2. The schedule for longevity pay for employees with performance reviews of standard or better is as follows:

<u>Years of Completed Service</u>	<u>Semi-Annual Amount</u>	<u>Total Amount</u>
8	\$ 200	\$ 400
9	225	450
10	250	500
11	300	600
12	325	650
13	350	700
14	375	750
15	400	800
16	475	950
17	500	1000
18	525	1050
19	550	1100
20	575	1150
21	700	1400
22	725	1450
23	750	1500
24	775	155-
25	875	1750

3. Longevity pay shall be payable on June 20 and December 20 of each year. An employee will receive first check during the year following the employee's anniversary year of employment with the County. If employment anniversary date falls between January 1 and June 30 of the year, the first check will be June 20. If the anniversary date falls between July 1 and December 31 of that year, the first check will be December 20.

4. For purposes of longevity pay, continuous County service is defined as uninterrupted employment in the classified or unclassified service of the County.

D. Longevity pay.

1. The County shall continue to provide longevity pay to those employees set forth in Exhibit AA@ attached hereto in accordance with County practice in effect since July 1, 1979, as modified on July 1, 1985. Employees who have completed Step 10 and have received performance reviews of standard or better shall receive additional compensation payable beginning in the first full pay period following July 1st in the employee's bi-weekly pay in the form of longevity pay based on (1) the number of years of County service after completing Step 10; and (2) such years of County service after completing Step 10 shall commence accruing for purposes of longevity pay after July 1, 1979:

<u>Number of Years Employment after completing step x</u>	<u>Percentage of Base</u>
1	1%
2	2%
3	3%
4	4%
5	5%
6	6%
7	7%
8	8%
9	9%
10	10%
11	11%
12	12%
13	13%
14	14%
15	15%
16	16%
17	17%
18	18%
19	19%
20	20%

2. An employee's date of hire is not pertinent for purposes of longevity pay under this system.

3. Other employees in the bargaining unit not vested in the foregoing longevity system shall receive benefits, when qualified, pursuant to paragraph C of this Article. In the event an employee retires under Nevada PERS, is laid off, transfers to another non-represented County position with no break in service or terminates employment due to a work related injury during a six (6) month qualifying

period, he/she shall have longevity prorated based on the actual number of whole months completed during the qualifying period.

E. The evaluation for longevity pay will be completed within 45 days. If not completed within 45 days the employee will be deemed satisfactory and receive their longevity payment.

F. Minimum hiring rate for the range. New employees shall be employed at no higher than Step III.

G. Probationary Period. The employee shall complete a probationary period of not less than 6 months, nor greater than 12 months. In the opinion of the elected official or department head, should the employee require a probationary period of greater than 6 months, the action extending the probationary period shall be made of record.

H. Probationary Period for New or Different Positions.

1. Employees who accept a promotion, lateral transfer, demotion or downward transfer to a new classification, or a newly established position will serve a probationary period of not less than 6 months, nor greater than 12 months. In the opinion of the elected official or department head, should the employee require a probationary period of greater than 6 months, the action extending the probationary period shall be made of record.

2. Probationary employees may not process a grievance concerning their removal from the new position due to unsatisfactory performance in that position or any other failure to complete probation.

3. Employees will receive a written evaluation during the 5th and 11th months of their probationary period. If during the probationary period the employee is deemed to be unsatisfactory in the new position, management shall return him/her to his/her old position if available, provided the employee remains qualified for the position, or place the employee in an available position of similar duties or responsibilities at his/her previous rate of pay. If no such position is available, the employee shall be laid off.

4. An employee transferring to a newly established or different position may be compensated at a lower step at the discretion of the hiring department head or elected official. However, the employee cannot be advanced in step higher than that which is commensurate with the date of hire.

I. Those provisions of the merit system addressing satisfactory performance including a performance appraisal of standard or better as a condition to the payment of a step increase or longevity payment as provided for in this Article may be reopened for negotiations by either party by giving notice to the other party between January 1, 1999, and February 1, 1999, for negotiations limited to that issue. No other issues, including but not limited to the amount of the step or longevity payment, are subject to reopening or negotiations during the term of this agreement.

#### **ARTICLE 14** **JOB AVAILABILITY**

A. When a new position is created or an existing position becomes vacant, the Department Head, after consulting with the County Manager, shall determine if the vacancy is to be filled by transfer, intra-departmental promotion, County-wide promotion or open application.

B. Once a determination is made to fill a vacant position, the County shall post job vacancy announcements using a standardized posting format for the first 5 (five) working days of the intended application period, except when such vacancies are to be temporarily filled on an emergency basis. All job postings will be posted on the County website. All job postings will state whether vacancy is to be filled by transfer, intra-department promotion, County-wide promotion or open application.

C. The Association will be furnished a copy of all job announcements.

D. If an employee applicant is not selected to fill an open position, the Human Resources Director shall give the employee an explanation in writing as to why he/she was not chosen.

E. This Article 15, "Job Availability", shall not be subject to the grievance and arbitration provisions of this agreement except that a grievance may be filed on the sole issue of whether or not the posting requirements of paragraph B have been followed.

F. The County will notify the Association of any new job classifications added to Appendix A during the term of the agreement. The wage rates for new job classifications are subject to negotiations if requested by the Association after reviewing the County proposed wage rates. Violation of this section is subject to the grievance procedure (Article 15).

#### **ARTICLE 15** **GRIEVANCE PROCEDURE**

A. A grievance shall be defined as a dispute between the County and The Association arising over the interpretation or application of a specific aspect of this agreement which is not a Management Right. Grievances as defined above shall be resolved pursuant to this Article. This Article shall not apply to disciplinary action of any form covered by Article 9.

B. An Association grievance committee shall be established consisting of three members. Such committee shall be selected in a manner to be determined by the Association membership. The purpose of the Association grievance committee is to aid the Association and

employee in resolution of grievances or to determine whether to pursue the matter through the grievance procedure.

C. If the employee feels he/she has a grievance, he/she shall take up the matter with the immediate supervisor within 10 days after the employee becomes aware of the event giving rise to the grievance.

D. The immediate supervisor shall make every attempt to reach an acceptable solution to the problem within 10 days after it has been submitted to him. Any grievance settlement shall be approved in writing by the Department Head and the County Manager.

E. If the grievance is not settled during the informal discussion, the Association may proceed with the matter. Within 10 days after the event giving rise to the grievance, the Association shall submit the grievance in writing to the immediate supervisor, the Department Head and provide the following information:

1. The employee's name;
2. The employee's position classification;
3. The employee's department;
4. A complete statement of the nature of the grievance citing the specific section of this agreement which is the basis for the grievance;
5. Any attempts made to resolve the problem;
6. A proposed solution to the grievance;
7. Signature of the President of the Association; and
8. The date the grievance arose and the date the employee signed the statement.

The association grievance committee and the immediate supervisor shall attempt to resolve the matter. Any grievance settlement shall be approved in writing by the Department Head and the County Manager.

F. If the grievance is not settled within 10 days after receipt of the written grievance by the County officials as described in paragraph E above, the Association may submit the written grievance with the information outlined above to the County Manager. The



County Manager shall arrange for any meetings and investigations necessary to enable him to respond in writing to the Association regarding the grievance within 10 days from the date he received said grievance.

G. If the matter is not settled in the previous step within 3 days after receipt of the written response from the County Manager, the Association may, within 10 days of receipt of the County Manager's decision notify the County Manager in writing of its desire to submit the matter to an arbitrator; or, at the Association's option to the County Commissioners. If arbitration is chosen, the arbitrator shall be selected from a panel of 7 arbitrators provided by the Federal Mediation and Conciliation Service.

H. The decision of the arbitrator, or if selected of the County Commissioners, shall be final and binding. The decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

I. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. Nor will the arbitrator, or if selected the County Commissioners, have any power to amend, modify, add or delete provisions of this agreement.

J. The fees and expenses of the arbitrator shall be borne equally by the parties. Costs and fees associated with the use of a court reporter including the copies of transcripts (1 per party and original for arbitrator) shall be shared equally by the parties.

K. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.

L. The Association shall furnish the County with the names of the members of the Association grievance committee.

M. Any employee, informally seeking, or formally filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so or testifying on behalf of another employee or assisting another employee to prepare a grievance report or acting as a representative of any employee requesting a grievance review.

N. For purposes of this Article, the term day means any day Monday through Friday excluding holidays.

O. The time limits set forth in this Article shall be strictly construed. If the Association fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied.

P. If the County fails to respond to the grievance in the time limits established in the preceding sections the matter automatically moves to the next step.



**ARTICLE 16**  
**OVERTIME AND CALL BACK PAY**

A. Employees covered by this agreement who work in excess of 40 hours in a week shall be paid 1 and 1/2 times their straight-time hourly rate for all hours so worked in cash, or shall receive compensatory time off calculated at 1 and 1/2 times the number of hours worked in excess of 40 as provided by the Fair Labor Standards Act. Holidays and Sick Leave shall be considered time worked when calculating overtime. The employee shall designate whether he/she desires to take overtime compensation in cash or comp time after consulting with his/her Department Head. Approval of the employee's choice shall not be unreasonably withheld.

B. Any employee who is regularly scheduled to work 35 hours per week shall be compensated for services rendered in excess of 35 hours, but not more than 40 hours in the work week by compensatory time off of 1-1/2 times the amount of hours worked in excess of 35 hours, but not more than 40 hours.

C. If an employee is required to work on a holiday, compensation shall be made as stipulated in the Article entitled AHolidays and Holiday Pay@ of this Agreement.

D. Compensatory time off may be accumulated to a maximum of 40 hours. Compensatory time off earned by working in excess of the 40 hour maximum as set forth in this subparagraph, shall be paid at 1-1/2 time the amount of hours so worked in the next pay period.

E. In the event an employee transfers from one department within the County to another, the County may give the transferring employee all accumulated compensatory time within 30 days of the effective date of transfer.

F. All overtime must be approved in writing by the employee=s Department Head.

G. Overtime shall not be paid more than once for the same hours worked. For Ambulance Department employees who are shceduled and approved for overtime in excess of their regularly assigned shift in the "online scheduling program" no additional Ambulance Department Head approval is necessary.

H. The work week shall begin on each Sunday at 12:00 midnight, and shall end at 11:59 on the following Sunday.

I. Unless otherwise determined by the County, employees scheduled to work a 5 day, 40 hour week (designated 5/40); or a 5 day, 7 hour week (designated 5/35), shall work 5 days in any 7 consecutive calendar days, and shall be scheduled to receive 2 consecutive days off within that work week.

J. Employees scheduled to work a 4 day, 40 week (designated 4/40) shall work 4 days within any 1 work week, and shall be scheduled to receive 3 days off of which 2 must be consecutive within that work week.

K. Employees shall be granted a 30 minute rest period during the course of their shifts.

L. Call Back Pay - If an employee is required to return to his/her place of employment after he/she has completed a normal work day, the employee shall be compensated for a minimum of 2 hours at the appropriate rate.

## **ARTICLE 17**

### **LEAVE FOR WORK-RELATED INJURY**

When any employee of the County is eligible at the same time for benefits under Chapters 616 or 617 of the Nevada Revised Statutes (NRS) and for any sick leave benefit:

A. All eligible employees shall be covered by a worker's compensation program of the County's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617), and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

B. In the event an employee is absent from work due to a service related disability, approved pursuant to Chapters 616 or 617 of the Nevada Revised Statutes, the employee may receive, in addition to the SIIS benefit provided pursuant to Chapters 616 or 617, supplemental compensation from the County commencing the first day the employee is absent from work, but not to exceed 10 working days. During this period, the employee shall not forfeit any accrued sick leave. Such supplemental compensation shall be in an amount equal to the difference between the benefit received pursuant to Chapters 616 or 617 of the Nevada Revised Statutes, exclusive of reimbursement or payment of medical or hospital expenses, and the employee's salary prior to the injury or illness. Successful completion of the probationary period is required to qualify for the supplemental compensation from the County. No supplemental compensation shall be paid until the employee's SIIS temporary disability benefit check has been deposited with the county treasurer.

C. After the 10 day period specified in paragraph B above, the amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his or her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under Chapters 616 or 617 of the Nevada Revised Statutes for that pay period.

D. If an employee elects to use accrued sick leave while receiving benefits under Chapters 616 or 617 of the Nevada Revised Statutes, the amount of sick leave charged such employee as taken during each pay period shall be equal to the difference between the benefit received pursuant to Chapters 616 or 617 of the Nevada Revised Statutes, exclusive of reimbursement or payment of medical or hospital expenses, and the employee's salary prior to the injury or illness.

E. An employee of the County may decline to use any or part of the sick leave benefit normally payable to him or her while receiving benefits under Chapters 616 or 617 of the Nevada Revised Statutes. During such period of time, the employee shall be considered on leave of absence without pay.

## **ARTICLE 18** **ANNUAL LEAVE**

### **A. Employees With Less Than Five Years= Service.**

1. All employees working on a full-time basis shall be entitled to vacation leave with pay of .833 of a working day for each month of service which may be accumulated.

2. During the employee's first 6 months of employment vacation leave shall accrue as provided in this paragraph A, but no vacation leave shall be taken during such period.

### **B. Employees After Five Years= Service.**

All employees working on a full-time basis who have completed 5 or more consecutive years of employment shall earn vacation leave of 1-1/4 working days for each month of service which may be accumulated.

### **C. Employees After Ten Years= Service.**

All employees working on a full-time basis who have completed 10 or more consecutive years of employment shall earn vacation leave of 1-1/2 working days for each month of service which may be accumulated.

### **D. Employees After Fifteen Years= Service.**

All employees working on a full-time basis who have completed 15 or more consecutive years of employment shall earn vacation leave of 1-2/3 working days for each month of service which may be accumulated.

E. The time when annual leave is taken shall be determined by the County after considering the needs of the service and the seniority and wishes of the employee. Annual leave shall not be accumulated in excess of 30 working days at the beginning of any calendar year. Amounts in excess of 30 working days at the beginning of any calendar year shall be forfeited unless the excess was caused by the denial or cancellation of annual leave that was requested for use in writing on or before November 1<sup>st</sup> in which case the excess will be subject to use or forfeiture by March 30<sup>th</sup> following the beginning of the calendar year. Annual leave shall not be granted in excess of the annual leave credit earned.

F. Vacation Credit Upon Termination Of Employment.

1. Upon termination of employment for any reason, an employee who earned vacation time may be granted a vacation for the time so earned not to exceed the maximum amount which may be accumulated as specified in paragraph E of this Article. Such vacation must be taken prior to the effective date of termination of employment, or in lieu of such vacation, the employee may be granted a lump sum payment for vacation time accrued to his or her credit not to exceed the maximum amount which may be accumulated as specified in paragraph E of this Article.

2. No employee shall be paid for accumulated vacation leave upon termination of service unless he or she has been employed 6 months or more.

G. Rights of Heirs of Deceased Employee.

If an employee dies and was entitled to accumulated vacation under the provisions of this Article, the heirs of such deceased employee, who are given priority to succeed to the assets of decedent's estate under the laws of intestate succession of this State, or the executor or administrator of the decedent's estate, upon submitting satisfactory proof to the Board of County Commissioners of their right, shall be paid an amount of money equal to the number of days of accrued vacation leave, not to exceed the maximum amount which may be accumulated as specified in paragraph E of this article, multiplied by the daily salary or wages of such deceased employee.

H. Definition of Working Day(s)

1. For the purpose of this Article 18, Annual Leave, Article 20, Holidays and Holiday Pay, and Article 21, Sick Leave the phrase working day(s) means the same number of hours per day the employee is regularly scheduled to work. For example, for an employee regularly scheduled to work 8 hour work days, a working day equals 8 hours. For an employee regularly scheduled to work 7 hour work days, a working day equals 7 hours.

2. A working day's pay shall be the appropriate number of hours per day payable at the employee's straight time hourly rate.

**ARTICLE 19**  
**RETIREMENT**

A. All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.

B. The County agrees to contribute for each employee covered by this agreement the rate paid as of July 1, 2011, to the PERS for the term of this agreement.

C. Increases in the contribution rate above that set forth in paragraph B of this Article which are mandated by the Nevada Legislature shall be paid for by the party or parties designated in such action. If the Nevada Legislature is silent with respect to who is responsible to pay contribution increases, paragraph D shall apply.

D. If the Nevada Legislature fails to designate whether the employee or the County is to pay for the increase in contributions to the PERS above that set forth in paragraph B of this Article, the County and the employee shall each pay 1/2 of the increased contribution. Payment of the employee's portion of the contribution increase shall be made in lieu of equivalent basic salary increase or cost of living increase, or both.

E. In the Nevada Legislature fails to designate the distribution of decreased rates, if any, decreases in the contribution rate shall be equally shared and shall be credited by increasing the pay schedule by an amount equal to 1/2 the prescribed reduction.

## **ARTICLE 20**

### **HOLIDAYS AND HOLIDAY PAY**

A. All employees shall receive one working day's pay for the holidays listed below:

New Years's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Nevada Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving (Family Day)  
Christmas Day  
Friday Afternoon of the Elko County Fair preceding the Labor Day weekend

And any other day, or portion thereof (which shall be a paid holiday for only the portion of the day so declared), that may be designated by the Board of Elko County Commissioners.

B. Any employee who is required to work on a holiday shall receive his/her regular rate of pay for all hours worked plus 1 & 1/2 times his/her regular rate of pay or compensatory time off at time and one-half, at the County's option, after consultation with the employee.

C. If a holiday falls during the time an employee is on leave such holiday shall not be charged as leave.



D. If a holiday falls on an employee's regular day off, he/she shall receive 1 working days' pay or compensatory time off, at the County's option, after consultation with the employee.

E. In addition to the enumerated holidays appearing in paragraph A above, bargaining unit employees shall be entitled to designate one day as a floating holiday.' 5 working days notice of the designated floating holiday must be given by the employee to the elected official/department head. The floating holiday shall be forfeited if not taken within the fiscal year. There shall be one additional floating holiday that is subject to the requirements of this section to be used or forfeited within each fiscal year of this agreement. This one additional floating holiday sunsets, expires and is of no further effect after June 30, 2016. The floating holiday(s) shall be paid at straight time.

F. Ambulance employee's scheduled to work a holiday listed in this article will receive holiday pay for hours actually worked on the calendar date of the holiday. Holiday pay will consist of one and one-half (1-1/2) times the employee's straight time hourly rate in addition to the employee's straight time hourly rate for the day. For example: an employee working a 24-hour shift on December 24<sup>th</sup> will receive their normal hourly rate from 0700 on the 24<sup>th</sup> to 0700 on the 25<sup>th</sup> (24 total hours on duty). In addition the employee will receive holiday pay from midnight (00:00) of the 25<sup>th</sup> to 0700 on the 25<sup>th</sup> (7 hours). An employee working a full 24 hour shift for December 25<sup>th</sup> (0700 on the 25<sup>th</sup> to 0700 in the 26<sup>th</sup>) will receive holiday pay from 0700 on the 25<sup>th</sup> to midnight (17 hours).

Ambulance employees will receive 8 hours straight time compensation in addition to their regular pay if a holiday falls on an employee's scheduled day off.

## **ARTICLE 21**

### **SICK LEAVE**

A. Employees shall be entitled to sick and disability leave with pay of 1-1/4 working days for each month of service, which shall be cumulative from year to year not to exceed 120 working days. Following the expiration of allowed sick and disability leave, the County Commissioners may grant an employee up to an additional 120 days sick leave. The granting of such additional sick leave shall be at the sole discretion of the Elko County Commissioners, based upon the best interests of the County of Elko.

B. An employee separated from service shall earn sick leave only through the last working day for which he or she is entitled to pay. If this date is earlier than the last day of the month, the sick leave with pay shall be prorated.

C. An employee is entitled to use sick leave only when incapacitated to perform the duties of his or her position due to sickness or injury, when quarantined, when receiving required medical or dental service or examination, or when there is an illness or death in his/her immediate family.

1. In the event a serious illness in an employee's immediate family requires his/her attendance, he/she may use sick leave not to exceed 10 days in any one calendar year. For this purpose, immediate family is defined as the employee's parents, spouse, children (natural, adopted, or foster), brothers, sisters, grandparents, great grandparents, uncles, aunts, nephews, grandchildren, nieces, great grandchildren, step-parents, and, if living in the employee's household, shall include father-in-law, mother-in-law, son-in-law or daughter-in-law, grandfather-in-law or grandmother-in-law, great grandfather-in-law, great grandmother-in-law, uncle-in-law or aunt-in-law, brother-in-law or sister-in-law, grandson-in-law or granddaughter-in-law, nephew-in-law or niece-in-law, great grandson-in-law or great granddaughter-in-law, and stepchildren. With the approval of the Board of County Commissioners, additional family sick leave may be granted.

2. The Board of County Commissioners may approve an exception to this limitation where an employee's attendance is required to provide, participate in or arrange for intensive care and/or treatment or receive extensive training in the proper utilization of equipment, techniques and supplies essential for continued maintenance of good health. In this case, the employee shall submit his/her request for an exception of the limitation to the Board of County Commissioners. The request must be accompanied by an individual certification from a physician or other suitably qualified person as to the actual need for the employee's participation. The certificate of need must identify the immediate family member's illness and contain an explanation as to:

a. Relative seriousness of the illness and a projection of the probable length of time the employee's attendance will be required;

b. The exact role of the employee while in attendance; and

c. The County Manager or Board of County Commissioners may request the submittal of supplemental information.

3. In the event of a death in the employee's immediate family, he/she may use sick leave not to exceed 5 working days for each death. For this purpose, immediate family is defined as the employee's parents, spouse, children, brothers, sisters, grandparents, great grandparents, uncles, aunts, nephews, grandchildren, nieces, great grandchildren, father-in-law or mother-in-law, son-in-law, daughter-in-law, grandfather-in-law or grandmother-in-law, uncle-in-law or aunt-in-law, brother-in-law or sister-in-law, grandson-in-law or granddaughter-in-law, nephew-in-law or niece-in-law, great grandson-in-law or great granddaughter-in-law, and step-parents or step-children.

4. In the event of an employee being appointed as executor of immediate family's estate, he/she may use sick leave not to exceed 10 (ten) working days for each appointment. The employee will provide to the County written proof that he/she has been appointed as the executor of the estate prior to approval of the leave. For this purpose, immediate family is defined as the employee's parents, spouse, children, brothers, sisters, grandparents, great grandparents, uncles, aunts, nephews, grandchildren, nieces, great grandchildren, father-in-



law or mother-in-law, son-in-law, daughter-in-law, grandfather-in-law or grandmother-in-law, uncle-in-law or aunt-in-law, brother-in-law or sister-in-law, grandson-in-law or granddaughter-in-law, nephew-in-law or niece-in-law, great grandson-in-law or great granddaughter-in-law, and step-parents or step-children. The employee will provide the County written proof that he/she has been appointed as the executor of the estate prior to the approval of this leave.

D. After the qualifying period set forth in the FMLA, an employee is entitled to use a maximum of 6 weeks accumulated sick leave for adoption or maternity leave purposes, regardless of the type of delivery or results of pregnancy. After 6 weeks of accumulated sick leave has been exhausted, or the total amount of accumulated sick leave if less than 6 weeks, the employee is entitled to use accumulated vacation leave for adoption or maternity leave purposes. If after sick leave and annual leave is exhausted as provided for herein, the employee is entitled to be placed on leave without pay status for a total adoption or maternity leave period of not to exceed 12 weeks. The following provisions must be fully complied with:

1. A maternity leave may be taken prior to the expected birth date of the child.

2. Maternity leave days taken shall be consecutive, and non-consecutive or less than full maternity leave days shall be allowed only upon a physician's written recommendation and approval.

3. Pregnancy shall not jeopardize an employee's job or merit status except for leave without pay provisions. The employee shall be responsible for reporting the pregnancy as soon as it is an established fact so that steps may be taken to protect the employee's health or modify her working conditions, and so that any staffing adjustments may be planned.

E. Upon separation from County service for any reason, an employee shall be entitled to payment for his/her unused sick leave in excess of 30 days, according to his/her number of years of County service, as follows:

1. For 10 years of service or more, but less than 15 years, not more than \$3000.00.

2. For 15 years of service or more, but less than 20 years, not more than \$4000.00.

3. For 20 years of service or more, not more than \$5000.00.

F. For absences from work in excess of 3 consecutive working days, an employee may be required, with just cause, to furnish a written certification from a physician or practitioner to support the sick leave claim, and to estimate the length of time the employee will be off work.

G. If an employee uses 16 hours or less of sick leave in any one fiscal year beginning July 1 and ending June 30, the employee shall be entitled to 1 additional floating holiday as provided in Article 21, Section E.

H. Catastrophic Leave:

1. Definitions:

- a. The employee is unable to perform the duties of their position as determined by the County Manager because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. Catastrophic leave does not cover maternity leave, elective surgery, work related sickness or injury.
- b. "Lengthy Convalescence" means a period of disability, which the attending physician determines will exceed 10 weeks.
- c. "Life Threatening" means a condition, which is diagnosed by a physician as creating a substantial risk of death.

2. Establishing the Catastrophic Leave Account:

- a. The County Manager will establish an account for catastrophic leave for employees.
- b. An employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.
- c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance of his/her account after the transfer is less than 500 hours. Employees may not donate hours in excess of 960 hours except for a specific catastrophe. Sick leave will be transferred at the rate of one (1) hour for one (1) hour credit donated.
- d. The maximum number of hours which may be transferred in any one (1) year from any employee is eighty (80). The minimum number of hours which may be transferred in any one (1) fiscal year is (8) hours annual and twenty-four sick. Leave will be placed in a pool; however, the employee may transfer hours to the catastrophic leave account for use by a particular employee, who has been determined to be eligible to receive the leave subject to the above limitations.
- e. Any hours of annual or sick leave which are transferred from any employee's account to the catastrophic leave account may not be returned or restored to that employee. This subsection does not prevent the employee from receiving leave pursuant to subsection 4 of this article.

3. Request for Catastrophic Leave:

- a. An employee who is himself/herself affected by a catastrophe as defined in subsection 1, may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The maximum number of hours that may be transferred to an employee pursuant to this section is 240 per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes, which befall the employee.
- b. The request must include:
  - 1. The employee's name, title and classification; and
  - 2. A description of the catastrophe and the expected duration of that catastrophe by the treating physician.
  - 3. An employee may not receive any leave from the catastrophic leave account until he/she has used all his/her accrued annual, sick and other paid leave whether or not in conjunction with FMLA.
  - 4. An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

#### 4. Approval of Transferring the Catastrophic Leave:

- a. The County Manager or his designee may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any employee who is eligible to receive such leave.
- b. The decision of the County Manager or his designee concerning the approval of leave pursuant to subsection 1 is final and not subject to the grievance procedure, judicial review or review by the County Commissioners.

#### 5. Review of Status of Catastrophe; Termination of Leave; Disposition of

Hours Not Used:

- a. The County Manager or his designee shall review the status of the catastrophe of the employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure, judicial review or review by the County Commissioners.
- b. The County Manager or his designee shall not grant any hours of leave from the catastrophic leave account after:
  - 1. The catastrophe ceases to exist; or
  - 2. The employee who is receiving the leave resigns or his/her employment with the County is terminated.

3. Catastrophic leave will be transferred each pay period subject to the limitations in this Article. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.

#### 6. Maintenance of Records on Catastrophic Leave:

Human Resources shall maintain the records and report to the County Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost of carrying out this provision.

#### 7. Employee: Definition:

The term "employee" as used in this Article includes only those employees covered by this Agreement.

#### 8. Substantiation of Catastrophic Condition:

The County Manager or his designee may require written substantiation of the catastrophic condition, which is life threatening or which will result in a lengthy illness by a physician of his or her choosing. The cost of such written substantiation shall be borne by the employee requesting/using the catastrophic leave.

### I. Conversion of Sick Leave Into Retirement Service Credits:

An employee who is eligible for purchase of service credits under the Nevada public employee's retirement system ("PERS") and applicable law, may at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of service credit for two hours of sick leave, subject to the following conditions and limitations:

1. Employees must have a cumulative total of at least six hundred (600) hours of unused sick leave to be eligible for conversion. An employee who has reached a minimum of 600 hours of sick leave accrual, who uses 5 days or less of sick leave during any calendar year may, by written request, elect to purchase service credit in PERS for the unused sick leave that has accumulated during that calendar year in the ratio of 1 hour of service credit for every 2 hours of sick leave accrued. The PERS service credit buyout only applies to sick leave accumulated during the applicable calendar year (i.e. a maximum of 3 weeks), and does not apply to prior accumulations. The employee's sick leave account shall be reduced by 2 hours of accrued sick leave for every 1 hour of service credit paid.

2. Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a county-approved form, to the county manager

immediately following the last pay period of the calendar year but no later than January 31 of the following year. If the employee meets all of the conditions set forth in this subsection, then county shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee. Sick Leave traded for PERS services credits shall be in minimum increments of 40 hours.

3. The conversion of sick leave into retirement service credits will go into effect for calendar year 2014 (January 2, 2014 thru December 31, 2014).

4. Conversion of sick leave into retirement credits is limited by NRS to a maximum of five years service credits. If an employee has already purchased five years of service credits they are ineligible to participate in this program. Also, employees purchasing service credits through this program cannot exceed the five year limitation.

## **ARTICLE 22**

### **GROUP HEALTH INSURANCE**

A. After the waiting period provided for by the group health insurance plan, all employees covered by this Agreement shall participate and enroll in the County's group health and vision insurance plan; provided, however, that such employee is not excluded from enrollment by the terms and conditions of the insurance contract.

B. Payment of Premium.

1. Except as recommended by the Premium Stabilization Committee and approved by the association and the Elko County Commission the County shall pay 100% of the cost of the premium for employee only group health and vision insurance for the term of this agreement. Any portion of the employee-only premium paid by the employee shall be by payroll deduction and will effective on and after August 1, 2012

2. Employees who desire to have dependent health and vision insurance shall pay for such coverage.

3. Upon termination from County employment, the employee shall have the option of converting the health insurance coverage as provided by applicable law.

C. Retirees Premium Supplement.

1. If the retiree elects to participate in the County's group health insurance

program, the County shall contribute \$60.00 per month to be applied to the retiree's group health insurance premium. On and after July 1, 2010 the County's contribution is increased from \$60.00 to \$100.00 per month.

2. The payment as set forth above shall be made with the first bi-weekly payroll of the applicable month.

## **ARTICLE 23**

### **LEAVE OF ABSENCE**

#### **A. Leave of Absence Without Pay:**

1. Leave without pay may be granted only to an employee who desires to return to County service.
2. Leave without pay of less than 30 days may be granted by the County Manager.
3. Leave without pay of 30 days or more may be granted for the good of the public service as determined by the Board of County Commissioners.
4. The employee shall retain his/her status as a public employee and shall retain his/her leave and benefits accrued prior to the leave.

#### **B. Military Leave:**

Leave is granted to an employee for authorized military training duties in compliance with applicable Nevada and federal law.

#### **C. Leave of Absence With Pay:**

1. A leave of absence with pay shall be granted to any employee who serves on a jury or as a witness for the federal government, the State of Nevada, or a political subdivision thereof. The employee shall be paid his/her regular salary while on court leave and retain any witness or jury duty fees, when summoned for jury duty or serving as a witness in any case. When an employee, serving in his/her official capacity as a County employee and as part of his/her required duties, serves as a witness in any case, he shall not receive witness fees. Per diem and transportation costs may be paid by the requesting jurisdiction, considering such variables as whether or not the case is a criminal or civil matter, whether it is in State or out-of-state, the length of time the



employee is required to stay away from the job and who receives ultimate benefit from the County employee's testimony. Court leave shall not be charged to any employee's annual leave balance.

4. When it is impractical for a registered voter to vote before or after his/her normal working hours, an employee will be granted sufficient time to vote.

D. Unauthorized Absence:

1. An unauthorized absence from work shall be treated as leave without pay, and shall be a cause for disciplinary action.
2. An unauthorized absence for 3 consecutive days shall be regarded as an automatic resignation from County employment.

**ARTICLE 24**  
**TRAINING PROGRAMS**

Unit employees shall be compensated for mandatory attendance at training programs in accordance with the provisions of the Fair Labor Standards Act, 29 U.S.C. Section 201 and following.

**ARTICLE 25**  
**EMPLOYEE DEDUCTIONS**

A. Upon receipt of a written authorization voluntarily executed by an employee, the County will deduct monthly Association dues from the salary of an employee who so requests, and transmit said monies to the Association. The parties shall agree upon the form of the written authorization.

B. The Association shall indemnify and hold the County harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which arise or may arise out of or by reason of any action taken or not taken by the County pursuant to paragraph A above.

**ARTICLE 26**  
**LAYOFF AND RECALL**

A. Layoff. The following procedures shall be followed when the County Commissioners determine, due to lack of work or lack of money, that layoffs are to occur.

1. The County Commissioners, after consulting with the County Manager and Department Heads shall determine whether the layoff shall be implemented on a County-wide basis, or in one or more departments, work groups or job classifications.



When the scope of the layoff is determined, affected employees shall be selected for layoff based on length of County service. If 2 or more employees have equal seniority, the Board of County Commissioners may consider the following factors in selecting which employee will be laid off including, but not limited to, prior performance, productivity, efficiency, qualifications, attitude, attendance, punctuality and length of service.

2. Regular employees shall not be laid off until all temporary, seasonal and probationary employees in the affected classifications have been separated from the County service.

3. The County Manager shall notify those employees to be laid off 2 calendar weeks prior to the effective date of any such layoff.

4. An employee laid off shall not have the right to a pre-termination hearing or an administrative appeal except as provided in paragraph B of this article.

**B. Appeal.**

1. Any appeal of the application of the layoff criteria set forth in paragraph A (1) of this Article must be signed by the employee and Association and submitted to the Department Head and the County Manager within 5 working days of the receipt of the layoff notice. The County Manager will schedule an informal meeting before the Layoff Review Committee (the Committee) within 5 working days. This Committee will hear all layoff appeals to determine whether the lay off criteria as set forth in paragraph A (1) above were correctly applied. Unless appealed, the decision of the Committee will be final and shall be issued within 5 working days of the hearing.

2. The Association will select 2 representatives and the County will select 2 representatives on the standing Committee. A majority vote of the Committee will be necessary to reverse the initial decision. The Committee shall develop a procedure for the layoff review process prior to conducting any review.

3. If the Committee is unable to reach a decision, the initial layoff determination may be submitted to the County Commissioners for a final and binding determination.

**C. Recall.**

1. An employee laid off under this Article shall have his/her name placed on a County re-employment list for a period of 12 months. If the positions in which the layoffs occurred become available, those laid off employees on the re-employment list who occupied those positions prior to the layoff shall be eligible for re-employment in reverse order of layoff. If two or more employees were laid off at the same time eligibility for re-employment shall be based on the same merit and length of County service factors as set

forth in paragraph A(1) of this Article. An employee rehired from a valid re-employment list to his/her former position shall receive his/her prior salary. Employees on the re-employment list who are selected for rehire shall be notified by certified mail, return receipt requested, at their last known address, and shall within 10 calendar days of receipt respond affirmatively by certified mail or in person that they are accepting re-employment. Failure to respond in a timely manner will mean that the person has refused the re-employment offer. The person's name shall be removed from the re-employment list. An employee must return to work within 2 weeks of acceptance of the offer.

2. Upon rehire or re-employment after layoff, the time that the person was on layoff shall be counted as a break in service.

## **ARTICLE 27**

### **PRIVATE AUTOMOBILES**

Where an employee is required by a Department Head to use his/her private automobile in the performance of County business, he/she shall be reimbursed at the rate established by Nevada Revised Statutes for each mile actually traveled in the performance of such County business. In the event an employee is required to use a passenger vehicle in the performance of his/her job, the County will make every effort to provide a County vehicle for use.

## **ARTICLE 28**

### **ACTING PAY**

In the event there is a temporary assignment of the duties and responsibilities of a higher classification, the employee shall be compensated according to the following policies and procedures:

1. Pay for work in a higher classification is a short-term remedy in those instances where temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position, or when there is a vacant position in a higher classification requiring the temporary assignment of duties.

2. When the conditions of this Article have been met, the employee is entitled to an increase of 6% in salary for the time performing under the written direction provided for in this Article after the employee has worked in the higher classification for a minimum of 15 consecutive working days, in which case the increase in salary shall take effect on the 16th consecutive working day, and shall be retroactive to the first day of work performed during such appointment. The increase in salary, is effective only when the conditions of this Article have been complied with.

3. Acting pay is not paid when the employee acting in a higher capacity is off for a holiday, is on leave status, or the acting employee is doing so for training purposes.

4. The department head or elected official, as the case may be, shall confirm the dates and length of the assignment, as well as the duties assigned, to the employee in writing prior to the assignment.

5. Acting pay may not exceed 30 calendar days without the written approval of the County Manager first obtained.

6. No acting pay will be given without the appropriate written approval.

#### **ARTICLE 29**

#### **GROUP LIFE INSURANCE**

Commencing July 1, 2001, the County shall pay 100% of the cost of the premium for a \$20,000.00 Group Term Life Insurance policy for employees covered by this agreement.

#### **ARTICLE 30**

#### **UNIFORM ALLOWANCE**

1. The Jackpot Fire Chief shall receive a uniform allowance of \$500.00 annually, payable on or about July 1, 1993, and thereafter payable during the first pay period in July of the applicable fiscal year. In the event employment with Elko County is terminated for any reason, the Jackpot Fire Chief shall return to Elko County the prorated and unused amount of the uniform allowance. No such reimbursement shall be required if the Jackpot Fire Chief's employment with Elko County is terminated within the last 3 months of the applicable fiscal year.

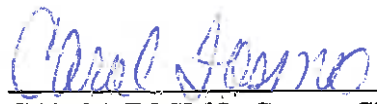
The said uniform must be kept clean, neat in appearance, and in a presentable condition.

IN WITNESS WHEREOF, the County, the Unincorporated Town of Jackpot and the Association have caused this agreement to be duly executed by their authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF ELKO  
BOARD OF COMMISSIONERS**

BY:   
GLEN GUTTRY, Chairman

ATTEST:

  
CAROL FOSMO, County Clerk

**ELKO COUNTY EMPLOYEES  
ASSOCIATION**

BY:   
KRISTIN OST-GREGERSEN, President

ATTEST:

  
ROBERT BRENSEL, Secretary

**TOWN BOARD OF THE  
UNINCORPORATED TOWN OF  
JACKPOT**

BY:   
GLENN GUTTRY, Chairman

ATTEST:

BY:   
CAROL FOSMO, County Clerk

**SUPERVISORS BARGAINING UNIT  
SALARY TABLE IN EFFECT JULY 1, 2013  
FOR JULY 1, 2013 TO JULY 30, 2014**

JOB CODE	DEPT CODE	GRADE	Current Step 1	PERS Adj	Adj Step 1	JULY 2013 3% INCREASE PER CONTRACT EFFECTIVE FIRST FULL PAYROLL JULY 1, 2013 (3% PERS reduction due to rate increase)									
						1	2	3	4	5	6	7	8	9	10
19502	11	502	25,4026	1.0%	25,1486	25,9030	26,6801	27,4805	28,3049	29,1541	30,0287	30,9286	31,8574	32,8132	33,7978
19501	15	503	21,9889	1.0%	21,9889	22,6589	23,3366	24,0366	24,7600	25,5028	26,2678	27,0559	27,8675	28,7036	29,5647
20502	14	504	21,6725	1.0%	21,3958	22,1176	22,8842	23,6961	30,8342	31,7592	32,7120	33,6933	34,7041	35,7453	36,8176
19505	46	508	21,3960	1.0%	21,1226	21,8552	22,6157	23,4066	24,2292	25,0855	25,9762	26,9022	27,8642	28,8630	29,8994
23110	79	505	18,1240	1.0%	17,9427	18,4810	19,0355	19,6065	20,1947	20,8005	21,4245	22,0672	22,7292	23,4111	24,1134
15105	16	507	23,2355	1.0%	23,0031	23,6932	24,4040	25,1361	25,8902	26,6669	27,4669	28,2909	29,1396	30,0138	30,9143
29108	70	510	26,7081	1.0%	26,4410	27,2343	28,0613	28,9228	29,7596	30,6524	31,5720	32,5191	33,4947	34,4985	35,5345
29105	70	511	17,9195	1.0%	17,7403	18,2725	18,8207	19,3853	19,9669	20,5659	21,1829	21,8184	22,4729	23,1471	23,8415
14502	61	512	23,1150	1.0%	22,8669	23,5735	24,2807	25,0081	25,7594	26,5321	27,3281	28,1480	28,9924	29,8622	30,7581
17106	60	515	20,9570	1.0%	20,7474	21,3689	22,0109	22,6713	23,3514	24,0520	24,7735	25,5167	26,2822	27,0707	27,8828
19104	47	516	23,4949	1.0%	23,2600	23,9578	24,6765	25,4168	26,1793	26,9647	27,7736	28,6068	29,4650	30,3490	31,2594
20104	14	517	19,9366	1.0%	19,7372	20,3293	20,9392	21,5674	22,2144	22,8808	23,5673	24,2743	25,0025	25,7526	26,5252
19109	47	519	20,4406	1.0%	20,2385	20,8436	21,4689	22,1129	22,7763	23,4598	24,1634	24,8883	25,6348	26,4040	27,1961
13104	19	520	26,2844	1.0%	26,0016	26,8416	27,7069	30,5991	31,5160	32,4615	33,4353	34,4384	35,4716	36,5357	37,6318

**SUPERVISORS BARGAINING UNIT  
SALARY TABLE IN EFFECT JULY 1, 2014  
FOR JULY 1, 2014 TO JULY 30, 2015**

**JULY 2014  
3% INCREASE PER CONTRACT EFFECTIVE FIRST FULL PAYROLL JULY 1, 2014**

POSITION TITLE	JOB CODE	DEPT CODE	GRADE	Current Step 1	STEP									
					1	2	3	4	5	6	7	8	9	10
Chief Deputy Clerk	19502	11	502	25,9030	26,6801	27,4805	28,3049	29,1541	30,0287	30,9296	31,8574	32,8132	33,7976	34,8115
Administrative Deputy Recorder	16501	15	503	22,6589	23,3386	24,0388	24,7600	25,5028	26,2678	27,0559	27,8675	28,7036	29,5647	30,4516
Deputy Assessor	20502	14	504	28,2176	29,0642	29,9361	30,8342	31,7592	32,7120	33,6933	34,7041	35,7453	36,8176	37,9222
Office Mgr. Public Defender	19505	46	508	21,7563	22,4090	23,0952	23,8157	24,5696	25,3585	26,1822	27,0409	27,9342	28,8629	29,8272
Recreation Program Operations Supervisor	23110	79	505	18,4810	19,0355	19,6055	20,1947	20,8006	21,4245	22,0672	22,7292	23,4111	24,1134	24,8368
Admin Deputy Treasurer	15105	16	507	23,6832	24,4040	25,1361	25,8902	26,6669	27,4669	28,2909	29,1396	30,0138	30,9143	31,8417
Assistant Library Director	29106	70	510	27,2343	28,0513	28,8928	29,7596	30,6524	31,5720	32,5191	33,4947	34,4995	35,5345	36,6006
Circulation Supervisor	29105	70	511	18,2725	18,8207	19,3853	19,9669	20,5659	21,1829	21,8184	22,4729	23,1471	23,8415	24,5568
Public Works Supervisor - Jackpot	14502	61	512	23,5735	24,2807	25,0091	25,7594	26,5321	27,3281	28,1480	28,9924	29,8622	30,7580	31,6809
Lead Man - Highway Department	17106	80	515	21,3699	22,0109	22,6713	23,3514	24,0520	24,7735	25,5167	26,2822	27,0707	27,8828	28,7193
Child Support Supervisor	19104	47	516	23,9578	24,6765	25,4168	26,1793	26,9647	27,7736	28,6068	29,4650	30,3480	31,2595	32,1971
Real Property Records Supervisor	20104	14	517	20,3293	20,9392	21,5674	22,2144	22,8808	23,5673	24,2743	25,0025	25,7526	26,5252	27,3209
Admin Caseworker/ DA Office	19109	47	519	20,8436	21,4689	22,1129	22,7763	23,4596	24,1634	24,8883	25,6349	26,4040	27,1961	28,0120
Assistant Director of EDP	13104	19	520	28,8416	29,7069	30,5981	31,5160	32,4615	33,4353	34,4384	35,4716	36,5357	37,6318	38,7607

SUPERVISORS BARGAINING UNIT  
SALARY TABLE IN EFFECT JULY 1, 2015  
FOR JULY 1, 2015 TO JULY 30, 2016

JULY 2015  
3% INCREASE PER CONTRACT EFFECTIVE FIRST FULL PAYROLL JULY 1, 2015

POSITION TITLE	JOB CODE	DEPT CODE	GRADE	Current Step 1	STEP									
					1	2	3	4	5	6	7	8	9	10
Chief Deputy Clerk	19602	11	502	26.6801	27.4805	28.3049	28.1541	30.0287	30.9296	31.8574	32.8132	33.7976	34.8115	35.8558
Administrative Deputy Recorder	16801	15	503	23.3386	24.0388	24.7600	25.5028	26.2678	27.0559	27.8675	28.7036	29.5647	30.4516	31.3652
Deputy Assessor	20502	14	504	28.0842	29.8361	30.8342	31.7592	32.7120	33.6933	34.7041	35.7453	36.8176	37.9222	39.0598
Office Mgr. Public Defender	19505	46	505	22.4090	23.0813	21.3552	22.0157	22.6966	23.3985	24.1222	24.8459	25.5912	26.3590	27.1497
Recreation Program Operations Supervisor	23110	79	505	19.0355	19.6065	20.1947	20.8006	21.4246	22.0672	22.7282	23.4111	24.1134	24.8388	25.5819
Admin Deputy Treasurer	15105	16	507	24.4040	25.1361	25.8902	26.6669	27.4669	28.2909	29.1386	30.0138	30.9143	31.8417	32.7969
Assistant Library Director	29106	70	510	28.8928	29.7596	30.6524	31.5720	32.5191	33.4947	34.4995	35.5345	36.6006	37.6986	38.8283
Circulation Supervisor	29105	70	511	18.8207	19.3853	19.9669	20.5659	21.1829	21.8184	22.4729	23.1471	23.8415	24.5568	25.2935
Public Works Supervisor - Jackpot	14502	61	512	24.2807	25.0091	25.7594	26.5321	27.3281	28.1480	28.9924	29.8622	30.7580	31.6808	32.6313
Lead Man - Highway Department	17106	60	515	22.6713	23.3514	24.0520	24.7735	25.5167	26.2822	27.0707	27.8828	28.7193	29.5809	30.4681
Child Support Supervisor	19104	47	516	24.6765	25.4168	26.1793	26.9647	27.7736	28.6068	29.4650	30.3490	31.2595	32.1972	33.1631
Real Property Records Supervisor	20104	14	517	20.9392	21.5674	22.2144	22.8808	23.5673	24.2743	25.0025	25.7526	26.5252	27.3209	28.1405
Admin Caseworker/ DA Office	19109	47	519	21.4689	22.1129	22.7763	23.4596	24.1634	24.8883	25.6349	26.4040	27.1981	28.0120	28.8523
Assistant Director of EDP	13104	19	520	29.7069	30.5981	31.5160	32.4615	33.4353	34.4384	35.4716	36.5357	37.6318	38.7607	39.9235